

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

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 Protective Life Insurance Company

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

PROTECTIVE LIFE INSURANCE
 COMPANY, a Tennessee corporation,

Plaintiff,

vs.

LINDA D. DUFFEY, an individual,
 SEAN F. DUFFEY, an individual,
 THOMAS R. DUFFEY, an individual,

Defendants.

No.: CV 08-2663-JFW (SHx)

JUDGMENT IN INTERPLEADER

Compl. Filed: April 23, 2008

Honorable John F. Walter

Upon reading the Stipulation and Order for Entry of Judgment in Interpleader and it appearing that this Court has jurisdiction of the parties and of the subject herein, and that good cause appearing thereof,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. That Plaintiff Protective Life Insurance Company (“Protective Life”) properly filed its Complaint in Interpleader in good faith, that this is a proper cause for interpleader, and Protective Life is hereby granted judgment in interpleader;

2. That Protective Life, as successor-in-interest to Chase Life and Annuity Company (“Chase”), formerly known as Federal Kemper Life Assurance Company (“Federal Kemper”), is responsible for paying properly payable death benefits to the proper beneficiaries of life insurance policies issued by Federal Kemper;

3. That on or about August 21, 1995, Federal Kemper issued a life insurance policy, number FK2299637 (the “Policy”), on the life of Decedent Patrick A. Duffey (“Decedent”), with a death benefit in the amount of \$300,000. The primary beneficiary designated on the Policy was Decedent’s wife, Linda D. Duffey (“Linda Duffey”), and the contingent beneficiaries were Sean F. Duffey, born ~~September 25,~~ 1990 (“Sean Duffey”), and Thomas R. Duffey, born ~~November 17,~~ 1993 (“Thomas Duffey”). Sean and Thomas Duffey were designated to each receive 50% of the Policy death benefit, in the event that the primary beneficiary was not eligible to receive the Policy proceeds;

4. That by reason of Decedent’s death, on or about April 26, 2007, the Policy death benefit became payable;

5. That on or about September 22, 2007, Linda Duffey sent a letter to Protective Life with Policy claims forms and a certified death certificate enclosed, and that the death certificate stated that on or about April 30, 2007, the coroner determined that the cause of Decedent’s death was “multiple gunshot wounds to the head.” With respect to the Policy death benefit, in the letter Linda Duffey stated, “It is not my intention to abandon this property;”

6. That, the Los Angeles County Sheriff’s Office informed Protective Life that “Linda Duffey, advised the deputies she accidentally shot her husband while examining a .38 caliber revolver owned by him. Autopsy finding ascribed the cause

1 of death as ‘multiple gunshot wounds to the head’ and the mode of death as
2 ‘homicide,’” and that Linda Duffey was both the beneficiary and the subject of the
3 investigation;
4

5 7. That, pursuant to the July 7, 2008 Order Appointing Guardian Ad Litem
6 Probate entered by Judge Michael A. Cowell of the Superior Court of California,
7 County of Los Angeles, Christina M. Stone shall serve as guardian ad litem appearing
8 on behalf of the Sean and Thomas Duffey in this matter;
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10 8. That on September 25, 2008, Sean Duffey had his eighteenth birthday
11 and attained the age of majority;
12

13 9. That pursuant to the November 4, 2008 Order entered by Judge Michael
14 A. Cowell of the Superior Court of California, County of Los Angeles, Linda Duffey
15 was appointed Guardian of the estate for Thomas and Sean Duffey;
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17 10. That at all times, Protective Life was ready, willing, and able to pay the
18 death benefit of the Policy to the person or persons legally entitled thereto. However,
19 by reason of actual and potential conflicting claims to the proceeds, Protective Life
20 does not know and was unable to determine the person or persons legally entitled to
21 the Policy death benefit;
22

23 11. That Protective Life filed its Complaint in Interpleader in good faith on
24 April 23, 2008;
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26 12. That having deposited the death benefit of the Policy, plus interest, with
27 the Clerk of the Court on or about April 23, 2008, Plaintiff Protective Life is released,
28 discharged, and acquitted of and from any liability of any kind or nature whatsoever

1 under the Policy or by reason of the death of Patrick A. Duffey;

2
3 13. That Plaintiff Protective Life shall recover \$10,042.26 from the death
4 benefit deposited with the Court as reimbursement for its attorneys' fees and costs
5 incurred in this action. The Clerk of the Court shall remit a check in the amount of
6 \$10,042.26, PAYABLE TO Protective Life Insurance Company, to its attorneys, Reed
7 Smith LLP, 1999 Harrison Street, Suite 2400, Oakland, CA 94612, attention: Jessica
8 M. Perry. The residual death benefit remaining after payment of Protective Life's
9 attorneys' fees and costs incurred in this action shall be referred to hereinafter as the
10 "Remaining Benefit;"

11
12 14. That the Remaining Benefit shall be distributed in two equal shares to
13 Sean and Thomas Duffey, as follows:

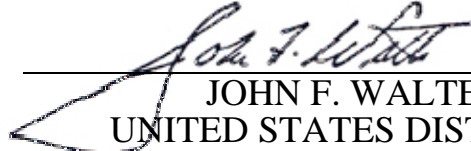
- 14
15 a. The Clerk of the Court shall remit a check in the amount of one-half of
16 the Remaining Benefit, PAYABLE TO Sean Duffey, to Guardian ad
17 litem Christina M. Stone, Fazio & Stone, 418 E. La Habra Boulevard, La
18 Habra, CA 90631; and
19
20 b. The Clerk of the Court shall remit a check in the amount of one-half of
21 the Remaining Benefit, PAYABLE TO Linda Duffey, to her attorney Jay
22 Oberholtzer, 15141 East Whittier Boulevard, Suite 500, Whittier, CA
23 90603, to be deposited into a blocked account for the benefit of Thomas
24 Duffey;

25
26 15. That pursuant to the November 4, 2008 Order of Judge Michael A.
27 Cowell of the Superior Court of California, County of Los Angeles, Linda Duffey will
28 deposit the funds distributed for the benefit of Thomas Duffey into a blocked account

1 and will use those funds for the benefit of Thomas Duffey in accordance with that
2 Order.

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4 DATED: _March 9, 2009.

5 **CC: FISCAL**

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8 JOHN F. WALTER
9 UNITED STATES DISTRICT JUDGE
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